



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 31, 2010

#33 AUGUST 31, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**GRANT OF EASEMENT
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY TO SOUTHERN
CALIFORNIA EDISON COMPANY AT HENNINGER FLATS,
UNINCORPORATED COUNTY OF LOS ANGELES
(FIFTH DISTRICT) (4 VOTES)**

SUBJECT

These actions will delegate authority to the Fire Chief to execute an Easement to construct, maintain, and operate electrical distribution lines and ancillary uses to Southern California Edison (SCE) at Henninger Flats in the Mount Wilson area, and delegate authority to the Fire Chief or his designee to execute any additional documents necessary to complete the project.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Find that the Easement for the existing three SCE electrical poles, distribution lines and ancillary facilities and ingress and egress purposes on land of the Los Angeles County Consolidated Fire Protection District (Fire District) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302(c).
2. Approve granting an easement encompassing an area of 1.78 acres from the Fire District to SCE for consideration of \$102,000.
3. Delegate authority to the Fire Chief or his designee to execute the Easement and any other related documentation to complete the transaction.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will delegate authority to the Fire Chief to execute an Easement, in a form substantially the same as attached herein, on behalf of the Fire District and allow SCE to have permanent rights to upgrade, maintain and repair, its existing electrical distribution systems and facilities.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3) and the granting of the easement by the Fire District will enhance the infrastructure of the region, thereby improving the quality of life for the residents of the County.

FISCAL IMPACT/FINANCING

SCE has agreed to pay \$102,000 which is considered to be a reflection of fair market value based on an analysis of market data by a County staff appraiser and SCE's independent appraisal.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 4, 2008, Fire District delegated authority to Chief Executive Office (CEO) to issue SCE a 90-day permit to enter upon the Fire District's property at Henninger Flats. The permit allowed SCE to replace electrical distribution facilities with upgraded conductors and support structures located within the same strip of land as the proposed easement area. This proposed easement area is approximately 30 feet wide, encompassing a total area of 1.78 acres and is a portion of the electrical distribution corridor between SCE's Pasadena Substation and Mount Wilson Substation.

The recommended action will allow SCE to continue to provide electricity and wireless internet service to the general area without interfering with the primary mission of the Fire District.

County Counsel has reviewed and approved as to form the easement document being presented for your Board's approval.

ENVIRONMENTAL DOCUMENTATION

The recommended action is categorically exempt under CEQA Guidelines Section 15302(c) (Replacement or reconstruction of existing utility systems involving negligible or no expansion of capacity).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not impact or adversely affect any current services or future projects.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return one adopted, stamped copy of this letter to each of the following offices: the Fire District's Fire Prevention Bureau Forestry Division at 5823 Rickenbacker Road, City of Commerce, CA 90040, and the Chief Executive Office (CEO) Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P. Michael Freeman", with a long horizontal flourish extending to the right.

P. MICHAEL FREEMAN
FIRE CHIEF, FORESTER & FIRE WARDEN

PMF:da

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

RECORDING REQUESTED BY: .
 County of Los Angeles .
 AND MAIL TO: .
 Southern California Edison Company .
 Real Properties .
 2131 Walnut Grove Avenue 2nd floor .
 Rosemead, California 91770 .
 Attention: Distribution / TRES .

Space above this line for Recorder's use _____

SCE Doc.# 499566

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE	
THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE	ASSESSOR'S PARCEL NUMBER: 5857-002-903 (PORTION)

ELECTRICAL DISTRIBUTION LINE EASEMENT

The **CONSOLIDATED FIRE DISTRICT OF THE COUNTY OF LOS ANGELES**, a special district organized under the laws of the State of California (hereinafter referred to as "Grantor") does hereby grant to the **SOUTHERN CALIFORNIA EDISON COMPANY**, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), a non-exclusive easement ("Easement") and right of way to construct, use maintain, operate, alter, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead electrical supply systems and communication systems, (hereafter collectively referred to as "Systems"), in which Grantee has erected and installed three 70 foot tall tubular steel pole structures, which include guy wires and anchors, crossarms, wires, and other appurtenant fixtures and/or equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, (hereafter collectively referred to as "Equipment"), located within a strip of land approximately thirty feet wide, encompassing a total area of 1.78 acres, along the electrical distribution corridor between Grantee's Pasadena Substation and Mount Wilson Substation, in, on, over, across and along that certain real property in Henninger Flats, in the County of Los Angeles, State of California, legally described in the attached Exhibit A (the "Property") and depicted in Exhibit B hereto. This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code. Exhibit A and Exhibit B hereto are incorporated herein by this reference.

Subject to all matters of record and to the following reservations and conditions which Grantee by the acceptance of this Easement agrees to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

- b. Grantee acknowledges that no surface rights are herein created except the right for the initial installation, periodic maintenance, repair, and/or replacement of the Equipment installed on the Property, and thereafter the right to ingress and egress in, on, over and across the Property for the purposes of maintaining, repairing or replacing its existing Equipment and/or Systems.
- c. It is expressly understood that the Grantor will not be called upon to repair, maintain, or reconstruct any part or portion of the Equipment or Systems to be erected or constructed pursuant to this Easement and that Grantee, upon completion of the initial installation and any subsequent repair to or replacement of the Equipment, shall be solely responsible for repairing, reconstructing, and restoring the Property in a manner satisfactory to Grantor.
- d. Grantee agrees that it will indemnify, defend and hold harmless Grantor, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including without limitation attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this Easement. Notwithstanding the foregoing, Grantee shall not be obligated to indemnify Grantor for any liability and expense arising from the active negligence of Grantor.
- e. The provisions and conditions contained in the Easement shall be binding upon Grantee, its successors and assigns.
- f. Grantor reserves the right to use the Property for any and all purposes consistent with enjoyment of the Easement herein granted, provided that said purposes do not interfere with or limit Grantee's ability to construct, maintain, and/or repair the Equipment.
- g. In the event Grantee no longer requires access over the Property and/or the Improvements on the Property are abandoned, this Easement shall automatically terminate, without the necessity for Grantor to take any further action. Thereafter, Grantee shall have no further rights pursuant to this Easement and if Grantor determines the Equipment and/or the Systems are no longer necessary, Grantee shall be financially responsible for removing the Equipment and/or the Systems and restoring the Property to a condition satisfactory to Grantor.
- h. Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to the Systems and Facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said Systems and Facilities, or any part thereof, or unreasonably interfere with the exercise of the rights herein granted.

IN WITNESS WHEREOF, pursuant to the delegation of authority from the Board of Supervisors of the County of Los Angeles, acting as the governing body of the Consolidated Fire Protection District of Los Angeles County, adopted on the _____ day of _____, 2010, the Fire Chief of the County of Los Angeles has executed this conveyance of easement on behalf of the Consolidated Fire Protection District of Los Angeles County, on the _____ day of _____, 2010.

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY, a special district
organized under the laws of the State of California

By _____
P. Michael Freeman, Fire Chief
County of Los Angeles Fire Department

CERTIFICATE OF ACKNOWLEDGEMENT

State of California)
) SS.
County of Los Angeles)

On this day of _____, before me,
_____(name of Notary Public)
personally appeared _____

(Name and title) who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity (ies), and
that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted,, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the
State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal

(Notary Public Signature)

(Notary Public Seal)

APPROVED AS TO FORM

ANDREA SHERIDAN ORDIN
County Counsel

By 
Senior Deputy

Certificate of Acceptance of Easement Deed

This is to certify that the interest in real property conveyed or transferred to Southern California Edison Company by the attached Easement Deed, dated _____, 2010, executed by the Consolidated Fire District of the County of Los Angeles, a body corporate and politic, is hereby accepted by the undersigned officer on behalf on Southern California Edison Company.

By: _____
Emmanuel P. Hyppolite
Supervisor of ECS & Distribution,
Real Properties Department
Southern California Edison Company

Dated: _____

who hereby personally covenants, guarantees and warrants that he/she has the power and authority to accept the easement interest on behalf of Southern California Edison Company.

Please sign before a Notary Public and return for approval. Upon approval a signed copy will be mailed to Grantee.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, before me, _____
personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Public Signature)

(Notary Public Seal)

Exhibit A
Legal Description

Edison Electrical Transmission Line

A Portion of the Northeast quarter of Section 12, Township 1 North, Range 12 West, San Bernardino Meridian, County of Los Angeles, State of California, lying within a Strip of Land 30.00 feet wide, the Centerline of said Strip is described as follows:

Beginning at a point on the North Line of said Section 12, said Point bears North $89^{\circ}11'30''$ East, record, (Basis of Bearing for this description), 140.91 feet, measured, along the north line of said Section 12, from a found 2 inch iron pipe, accepted as the Northwest corner of the Northeast quarter of said Section 12, all as shown on Los Angeles County Surveyor's Map No. B-453, filed in said surveyor's office.

Thence leaving said North Line South $07^{\circ}21'01''$ West, 666.87 feet,

Thence South $35^{\circ}35'30''$ East, 333.96 feet,

Thence South $08^{\circ}30'28''$ West, 475.83 feet,

Thence South $23^{\circ}48'04''$ West, 1484 Feet, to a point on the south line of the Northeast quarter of said section 12, said Point bears North $89^{\circ}34'20''$ East, 813.82 feet, along said South line from the record location of the Center of said Section 12, per said County Surveyor's Map No. B-453.

Except that portion lying within the Southeast quarter of the Northeast quarter of said Section 12.

The Sidelines of said strip shall be lengthened or shortened to terminate on the Northerly and Southerly lines of the Grantor.

Containing an area of 1.78 Acre, more or less.

All as shown on the attached exhibit "B" and by this reference made a part hereof.

PREPARED BY ME OR UNDER MY DIRECTION

 DATE 4/19/10

LAWRENCE J. KELLEY, P.L.S. No. 7373
SOUTHERN CALIFORNIA EDISON COMPANY
2131 Walnut Grove Ave, Rosemead, CA 91770



